Date: February __, 2016

To: Secretary Michael Chertoff,

Re: **Advisory Board Membership Agreement**

Dear **Secretary Michael Chertoff**,

We would be delighted to have you join the advisory board of Reporty Homeland Security Ltd. (the "**Advisory Board**"). Please review the terms of this Letter Agreement (the "**Agreement**") to confirm your decision to serve as a member of the Advisory Board. **Reporty Homeland Security Ltd.** will be referred to herein as the "**Company**" or "**we**," and you will be referred to herein as the "**Advisor**" or "**you**".

1. As an Advisor, you will provide the Company with certain services from time to time. Your services will include advising Company's management on various high-level issues relating to Company's strategy, products, marketing, sales, general management and operations, as well as introducing Company's management to industry contacts that can be helpful in promoting the Company's business and assist the Company with locating potential investors pre-approved in writing by the Company as set forth below. You agree to make yourself available and provide the Company with the various services set forth above, including, without limitation by participating in meetings and from time to time in conference calls, and reviewing and commenting on certain documents and presentations. You also agree to make efforts towards the initiating of business referrals for the Company as Company's management may request from time to time and supply Company with professional feedback on its development, and insights on strategic and business opportunities relating to the Company's business; all, as shall be reasonably requested by the Company from time to time. We may include your name in the description of the Advisory Board on Company's website and other publications. During the term of this Agreement, if the Advisor wishes to commence a new relationship and to introduce the Company with potential investor, customer or business partner (the "**Approved Target**"), in each such event, if the Company approves the Approved Target, the Company and the Advisor shall sign an annex to this agreement approving such Approved Target and the stating the date of its approval (the "**Approval Date**"). The Company shall have sole discretion whether to approve or reject such new investor or customer.

2. Unless earlier terminated in accordance with the terms hereunder, the term of this Agreement shall be for a period of two (2) years as of the date hereof (the "**Term**"), after which this Agreement shall automatically expire and shall not be in effect. Either party may terminate this Agreement in writing upon thirty (30) days prior written notice, provided that the Advisor shall be entitled to the consideration set forth in Sections 3(b) below in the event that an Investment or Sale Agreement is consummated following the termination of this Agreement and within the Eligible Investment Period or Eligible Sale Period (as applicable), except if the Agreement was terminated for cause. Sections 4, 5, 7 and 9 of this Agreement shall survive any termination of this Agreement.

3. Consideration.

   a. Subject to the approval of the Board of Directors of the Company (the "**Board**"), you shall be granted with an option to purchase up to 877 of the Company's ordinary shares (the "**Options**"). The Options shall vest over a period of two (2) years as follows: an amount of 107 Options shall vest at the end of the initial three month period following the date hereof, and thereafter, the remaining 770 Options shall vest in seven (7) equal portions on a quarterly basis, such that 100% of the Options will become vested at the second anniversary of the date hereof, subject to the continuous provision of the services hereunder and as long the Agreement was not terminated. The exercise price for each Option shall be 34.20$. The Options shall be granted subject to the approval of the Board, and in accordance with all terms and conditions of the Company's share option plan and an option agreement to be entered into between you and the Company.

   b. You shall be entitled to receive from the Company: (i) an amount equal to 7.5% of the net revenues actually received by the Company from each Approved Target during the period of eighteen (18) months following the applicable Approval Date of such Approved Target ("**Eligible Sale Period**") deriving from an agreement for the sale or licensing of Company's products to an Approved Target,

and provided that such net revenues shall exclude any export and import taxes, excise, indirect and sales tax, value-added tax if applicable, insurance, third party commissions actually paid, products returns, recalls expenses, rebates, chargebacks (a "**Sale Agreement**") (ii) an amount equal to 2.5% from the funds actually received by the Company in connection with an equity investment of funds in the Company (for the purchase of shares of the Company) (an "**Investment**") which is consummated by an Approved Target during the period of six (6) months following the applicable Approval Date of such Approved Target ("**Eligible Investment Period**"). If the Advisor is entitled to receive any consideration under the terms of subsections (i) and (ii) above, such Consideration shall be paid in the currency received by Company within thirty (30) days after the end of the month on which the Company actually received the Investment's consideration from Approved Target, and in case of a Sale Agreement within 30 days after the end of the month on which the Company actually received such net revenues (as set forth in subsection (ii) above). If the Company receives any amounts, in several deferred closings or milestones, the consideration due to the Advisor shall be calculated solely based on the sums actually paid to the Company upon each deferred closing or milestones.

c. Following the completion of an Investment in the Company with net proceeds to the Company of more than US$5,000,000, you shall be entitled to receive from the Company, effective as of following the closing of such Investment and during the Term of this Agreement, a quarterly payment of 7,500$, to be paid by the company at the end of each calendar quarter.

4. By signing this Agreement, you agree that: (i) during your tenure as an Advisor and thereafter all information, written or oral, relating to the Company, its business or condition (actual or planned), disclosed to you by the Company, or which otherwise becomes known to you in your capacity as an Advisor (the "**Information**"), shall be maintained by you in full and absolute confidence and you shall not use such Information, directly or indirectly, in whole or in part, except for the benefit of the Company, and (ii) any and all patent applications, techniques, charts, plans, statements, assessments, analyses, opinions, know-how, inventions, records, trademarks, copyrights, and any other intellectual property rights under law, or ideas made, received or invented by or originating with (or as otherwise similarly applicable) you in connection with your service as an Advisor, or resulting therefrom, in the field of operation of the Company (collectively, the "**Inventions**"), shall be solely owned by the Company for all intents and purposes, and you hereby irrevocably transfer and assign to the Company all worldwide patents, patent applications, copyrights, mask works, trade secrets, moral rights and other intellectual property rights in all the Inventions. You will sign any and all required documents and forms of assignment to give effect to the foregoing clause. This section shall survive any termination of this Agreement or any extensions thereof. Upon termination of this Agreement, Advisor shall return to Company all materials, information, documentation etc. belonging to the Company as well as all confidential material and Information belonging to the Company.

5. By signing this Agreement, you agree that you will not, so long as this Agreement is in effect and for a period of twelve (12) months following termination of this Agreement, for any reason whatsoever, directly or indirectly, engage in, become financially interested in, be employed by, or have any connection with any business or venture that is a direct competitor of the Company.

6. By signing this Agreement, you represent and confirm to the Company that your execution, delivery and performance thereof (i) will not constitute a default under or conflict with any agreement or other instrument to which you are a party or by which you are bound, and (ii) do not require the consent of any person or entity.

7. By signing this Agreement, you acknowledge that in your service as a member of the Advisory Board you are acting as an independent contractor for all intents and purposes, not an employee of the Company and that no employment, joint venture, partnership, or other relations of a similar nature exist or shall exist between the Company and Advisor as a result of this Agreement. You shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of Company. Any payment made by the Company pursuant to this Agreement shall be made against duly issued invoice. You will not be entitled to bind the Company or make any undertakings or commitments in its name. You further acknowledge and agree that all tax consequences arising from

this Agreement and your services to the Company shall be borne exclusively by you. You will be solely responsible for, and will make proper and timely payment of, any and all withholdings, taxes, fees or other impositions as may be levied in connection with the provision of the services or in connection with the consideration paid the Company (including the grant of the Options and the underlying shares or the sale thereunder), provided however that in the event that pursuant to any applicable law, tax is required to be paid (including VAT) or withheld from any part of the consideration made to you, the Company shall pay or withhold said tax at the appropriate rate. To the extent that such amounts are paid, deducted or withheld to the appropriate tax authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Advisor by the Company. Without derogating from the generality of the foregoing, any and all tax consequences arising from the grant or exercise of the Options and from the payment for, or the subsequent disposition of, shares covered thereby or from any other event or act of the Company or you, shall be borne solely by you.

8. You undertake that so long as this Agreement is in effect, you will notify the Company of each consulting or any other service that is provided by you to Company's competitors including in case you serve as director in such competitor.

9. The laws of the State of Israel shall apply to this Agreement and the sole and exclusive place of jurisdiction in any matter arising out of or in connection with this letter agreement shall be the competent courts of Tel Aviv - Jaffa. This Agreement constitutes the entire understanding and agreement between the parties hereto, supersedes any and all prior discussions, agreements and correspondence with regard to the subject matter hereof, and may not be amended, modified or supplemented in any respect, except by a subsequent writing executed by both parties hereto.

Please indicate your acceptance to the terms of this Agreement by counter signing this Agreement at the space designated below, dating it, and returning such counterpart executed copy to us.

We are looking forward to long and fruitful cooperation

Yours sincerely,

_____

Amir Elichai, CEO
Reporty Homeland Security Ltd.

I hereby agree to the terms of this Agreement.

Mr. Secretary Michael Chertoff,
Date: _____